

SERIAL 99174 - RFP

ELECTIONS BALLOT PRINTING

APRIL 30, 2005

~~APRIL 30, 2004~~

CONTRACT PERIOD THROUGH ~~APRIL 30, 2003~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTIONS BALLOT PRINTING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **APRIL 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Karen Osborne, Elections
Sharon Tohtsoni, Materials Management

ELECTIONS BALLOT PRINTING

1.0 **INTENT:**

The intent of this request for proposal is to establish a requirements contract for the printing, delivery and mailing of:

- 1) Ballots,
- 2) Ballot shells (blank ballot stock)
- 3) Sample ballots,
- 4) Publicity pamphlets
- 5) Early voting packets

Currently, there are approximately 1.2 million registered voters in Maricopa County and various jurisdictions, which include: 24 Cities and Towns (not including the City of Phoenix), 58 School Districts (Including Maricopa Community College District) and approximately 65 Special Districts (Hospital, Irrigation, Water, Fire and others). Due to increases in voter registration and population in Maricopa County, the number of registered voters may increase to approximately 1.5 million with 1200 precincts by 2002. (See Exhibit Two for registered voter counts as of November 1, 1999)

Maricopa County fully understands the prices quoted for services/products covered in this bid serial will fluctuate due to order quantities, version counts, paper prices and other extenuating circumstances that cannot be comprehensively outlined in the bid specifications. Therefore, in order to protect the awarded vendor, while at the same time protecting the financial interest of the County, each vendor shall provide the County formula(s) quantifying these and other factors, which may change any bid pricing for the products/services covered in this bid serial. If vendors feel the formula(s) are proprietary they shall proceed in accordance with the Maricopa County Procurement Code, MC1-104-AC. The pricing submitted on Attachment A, and any future charges, must be quantifiable to the formulas provided.

2.0 **SCOPE OF WORK:**

2.1 Printing Schedule Requirements

Schedule of events is based on the best available data currently known. The successful vendor will be kept informed of variations due to unforeseen factors. Turnaround times, as shown, must be met without regard to weekends and/or holidays.

Elections Department will provide (to the awarded vendor) a schedule of events not less than one hundred twenty (120) days prior to each election.

Deadline dates and printing turn-around times are set by State statute (ARS Titles 16 & 19). Therefore, awarded vendor will not be given a set number of days to print and deliver ballots, shells and publicity pamphlets for each and every election. Vendor shall be informed by Maricopa County Elections when notice of election is received by the County Elections Department. **The vendor shall, under all circumstances, meet the statute deadlines irrespective of the turn around times.**

The following time frames are based on historical experience of the Elections Departments and are intended only to help the prospective bidder effectively base their pricing. These time frames are estimates only and do not convey any guarantee they will be followed exactly.

Time Frame I (Best Case Scenario)

Primary Election: The Elections Department will begin passing (by ZIP Disk) approximately 80% of the total precinct files to the awarded vendor approximately 75 days prior to the election. The remaining 20% will be sent to the awarded vendor approximately 65 days prior to the election.

General Election: The Elections Department will begin passing (by ZIP Disk) 100% of the total files for the back of the ballot(s) to the awarded vendor approximately 65 days prior to the election. The remaining files for front of the ballot(s) will be sent to the awarded vendor approximately 50 days prior to the election.

Jurisdictional Election: The Elections Department will begin passing (by ZIP Disk) approximately 80% of the total precinct files to the awarded vendor approximately 75 days prior to the election. The remaining 20% will be sent to the awarded vendor approximately 65 days prior to the election.

Time Frame II (Worst Case Scenario)

Primary Election: The Elections Department will begin passing (by ZIP Disk) approximately 50% of the total precinct files to the vendor approximately 75 days prior to the election. The remaining 50% will be sent to the awarded vendor approximately 60 days prior to the election.

General Election: The Elections Department will begin passing (by ZIP Disk) 100% of the total files for the back and front of the ballot(s) to the vendor approximately 45 days prior to the election.

Jurisdictional Election: The Elections Department will begin passing (by ZIP Disk) approximately 50% of the total precinct files to the vendor approximately 75 days prior to the election. The remaining 50% will be sent to the awarded vendor approximately 60 days prior to the election.

2.2 **BALLOT PAPER SPECIFICATIONS:**

- Optical Card Stock-110 LB index
- 100% Virgin Fiber
- Produce to TAPPI OCR specifications for dirt count only
- 0.0090 inches +/-0.0002 inches
- White in color
- 4.5% - 6.5% Moisture Content
- 8 Hydrogen Ion Concentration (pH)
- 125 Sheffields (smoothness)
- 0.12 inch curl (at equilibrium between 50% relative humidity)

The Optech ballots shall be printed on dimensionally stable 110# virgin index card stock.

Currently, the only paper Election Systems & Software, Inc., will certify for use in Maricopa Countys optical scan voting equipment is Wausau Virgin Fiber OCR Acid White 110 lb Index from XPEDX of Minneapolis, MN

2.3 **BALLOT FOLDING/CUTTING & REGISTRATION SPECIFICATIONS:**

The front to back registration is extremely important and shall be checked for each ballot by the vendor. **The front plate to back plate registration tolerance shall be +- .005 inch for black layers in any direction.**

Backside cuts should exactly overlay the cut lines on the front.

The second or multiple layers that make up a given ballot image shall be printed within 0.015 inch (worst case in any direction) to the black machine-read ballot layer.

A portion of all ballots styles are folded for Early Voting and 100% of the ballots are folded for each all Mail Election. **(No set quantity for the folded ballots for Early Voting can be estimated on each election as the number will vary based on the Early Voting requests from registered voters in Maricopa County).** Historically, the percentage of Early Voting Ballot requests has been approximately 22% of all registered voters for each election. The requests for Early Voting will most likely increase in the future to approximately 30% of registered voters due to the greater acceptance of early voting, however, the percentage of requests will vary from election to election. Additionally, the County may hold an All Mail Election requiring all ballots to be folded and scored with no "Early Voting" stamp required (as outlined in the Early Voting specifications for Primary, General and Jurisdictional elections) The print run shall be 102% of voter registration for any All Mail Election.

All Ballots shall be scored before folding to avoid uncontrolled crinkling of the ballot and to minimize the fold thickness. Folded ballots must be scored with a narrow, sharp score across the entire width of the ballot without cutting the ballot. The score must also be positioned so as not to touch any voting arrow on ballot. For double-sided ballots, score lines cannot interfere with the voting arrows on either side of ballot. The caliper of the ballot stock along the ridge created by scoring shall not be greater than 0.13 inch thick. Fold dimensions should not exceed an overall dimension of 4".

Each ballot edge shall be smooth and free from burrs, chad, and paper residue. All ballot edges shall fall between two straight parallel lines 0.003 inch apart. All corners formed by adjacent edges shall be 90 degrees plus or minus one (1) degree. (If the leading edge of the ballot contains flares, the flares can be caught in the feeding mechanism of the tabulators causing the ballot to tear.)

The Optech Tabulators are used in a wide range of environmental conditions with temperature variations between 40 to 100 degrees Fahrenheit and with relative humidity between 10 to 90 percent. This varied operation environment coupled with strict final trim dimensions (+/- 0.015 inch), requires using dimensionally stable stock with uniform thickness.

Measurements for ballot thickness shall be:

0.008 to 0.009 inch (Typical)

0.0075 inch (Min)

0.0100 inch (Max)

When trimmed, ballots shall be square and accurate in size. A sharp knife is required at all times to eliminate the possibility of delamination, tears, and bends to the ballot stock. After trimming, there shall be a 0.015 inch cut line width visible along the length of each ballot vertical edge. For double-sided ballots, this same 0.015 inch cut line width shall be visible on both ballot sides.

Final size of trimmed ballots must be guaranteed and tested by the awarded vendor using GO and NO GO gauges obtained from Elections Systems & Software, Inc., 601 S. 28th Ave., Waite Park, MN 56387; 1-800-800-8225.

2.4 **BALLOT PRINTING SPECIFICATIONS:**

Ballots shall be printed with the card stock grain parallel to the ballot width. (Grain Short)

All ballot ink printing shall be solid and dense without voids, breakthroughs, dirt, foreign particles or gray tones. **Offset is not acceptable.** The black ink density of a dry printed ballot must be at least .95 to 1.5 (log density) darker than the paper base. Uniform ink density across all ballots is important and therefore shall be maintained.

The Test, Early Voting and Regular/Official Ballots for a precinct must be printed in the same run/same time.

2.5 **CERTIFICATION REQUIREMENTS:**

Bidders must receive their certification from Elections Systems & Software (ES&S) as a printer for Optech ballots prior to the opening date of this bid. Failure to do so will result in the bidder being declared non-responsive, and award will therefore, be made to the next lowest bidder. (See enclosed Exhibit 1 from BRC/Elections Systems & Software outlining steps for certification). A copy of the Printers License Agreement must be submitted with the vendors bid package. All costs associated with the certification process shall be the responsibility of the bidder(s) and will not be reimbursed.

During the certification process ES&S will provide the vendors specifications for Ballot and Ballot Printing for Optech III-P Eagle and Optech O4C Family Ballot Tabulators. The specifications in the manual provided by ES&S are incorporated into this document by this reference.

2.6 **GENERAL SPECIFICATIONS CONT:**

Vendor shall print all ballots in Maricopa County, AZ. Authorized representatives from Maricopa County Materials Management and the Elections Department may inspect vendor's premises and equipment to verify capability of contract performance. Elections Director may designate Elections staff to be on site during the any printing, mailing or otherwise to verify vendor meets specifications.

Vendor shall have sufficient trucks to deliver all Ballots, Sample Ballots, Ballot Shells, Publicity Pamphlets, and Early Voting Packets. All deliveries shall be made F.O.B. destination to the following locations:

Ballots -- (Primary, General & Jurisdictional) All delivered to 2025 E. University, Phoenix.

Sample Ballots -- (Primary, General & Jurisdictional) Delivered to U.S. Post Office with over runs to 2025 E. University, Phoenix.

Ballot Shells – All delivered to 2025 E. University, Phoenix.

Publicity Pamphlets – Delivered to U.S. Post Office with over runs to 2025 E. University, Phoenix.

Burst Early Voting Packets -- All delivered to 2025 E. University, Phoenix.

Errors made by vendor in printing and/or mailing, will be absorbed by vendor, i.e.; All costs for reprinting and/or re-mailing. The decision of the Elections Department shall be final and conclusive in deciding to reprint and/or re-mail in the event any vendor error is discovered. If an error is found on election material caused by the Elections Department, a negotiated settlement between Elections and the vendor shall take place for any additional amounts owed to the vendor. The vendor shall provide comprehensive documentation to allow the County to justify making any additional expenditures above and beyond the scope of the original terms of this contract. The vendor shall be compensated in an equitable manner for time, materials, labor and a reasonable profit associated with reprinting and/or re-mailing. Under no circumstances shall the County be held liable for errors made by the printer, or its contracted vendors, for ballots printed/services provided which do not match proofs signed off by Elections.

Elections Department shall provide one (1) hard copy set of unique pages with precinct style report. **Vendor is responsible for all proofing and quality assurance to ensure the final printed product exactly matches the hard copy provided.**

Vendor is to absorb all costs incurred for shipping/mailing or faxing information required to print ballots.

No vendor-supplied services shall be performed in Maricopa County facilities.

Vendor shall submit itemized invoices to the Elections Department for payment **for all elections. Invoices for Jurisdictional ballots, sample ballot mailer and publicity pamphlets shall be itemized by jurisdiction. The following invoiced line items must be detailed by jurisdiction for each election:**

1. **Printing**
2. **Labels/mailling services.**

All originals, photographs, artwork, paste-up, negatives and magnetic media used in the production of the printing called for in the bid shall remain and/or become the property of Maricopa County. The vendor shall not destroy originals, photographs, artwork, negatives, paste-up, magnetic media, etc., without prior signature approval by an authorized Elections Department official so designated upon award of contract.

Vendor shall have climate controlled storage facilities sufficient to maintain ballot stock and/or ballot paper stock equal to 3 million 3 column ballots.

Vendor must ensure the color designated for Primary Party colors meets approval of an authorized Elections Department Official designated upon award of contract. Elections Department will provide the exact color samples to be used. (Vendor must obtain signature approval from an authorized Elections Department Official for any PMS color used.)

Vendor may not modify any ballot page without prior signature approval of an authorized Elections Department Official designated upon award of contract.

Vendor must deliver early voting ballots and sample ballot mailer overages to be printed of each style to the Elections Department (2025 E. University Dr., Phoenix) labeled with the precinct name, precinct number, and party name within a time frame agreed upon based on statutory requirements.

All early voting ballots must be packaged one precinct per carton with precinct name/party on the outside, along with an itemized list of precincts and quantities being delivered.

Ballot Counts must be guaranteed to match precinct and precinct counts (Weigh counts are not acceptable)

Vendor must provide the Elections Department with a complete set of five (5) sample ballot mailers by precinct/party and delivered to the Elections Department Warehouse for archive purposes.

Vendors shall insure print quality on recycled paper does not change. Recycled paper will be used when reasonable to do so. **Recycled paper CANNOT be used for optical scan ballots.**

In the event, the causes of which are beyond the control of the Vendor and the Elections Department (i.e., natural disaster or other emergency), Vendor shall develop a contingency plan, coordinate said plan with the Elections Department, and provide expeditious emergency services.

Vendor shall be required to handle consolidation elections 4 times per year.

Print runs -- Quantities for purposes of bidding are based on the best known estimates available at the time of this bid serial. **County-wide elections (primary and general elections) shall require a print run of 102% of all registered voters in Maricopa County. Jurisdictional election quantities will vary based on the number of jurisdictional elections held, the number of jurisdictions and the number of voters in each jurisdiction. The awarded contractor shall be provided a firm, fixed print run sixty (60) days prior to each election.**

Vendor must be able to translate ballot data from .PRN format transmitted by either 3 ½ diskette or Iomega 100 Meg disk. Art - electronic files shall be provided to vendor in the Ballot Right System (Format = .PRN on Zip Disk; Print Driver = AGAFA). Vendor must guarantee accuracy of film (both size and copy)

Ballot lengths for primary elections, general elections, jurisdictional elections, and ballot shells range from 12-18" with no firm set length. The ballot and shell length will vary based on the information to be printed on the ballot and/or shell for each election. The lengths shall not exceed 18" for either the ballots or shells for any election held by the County. **The actual length of the ballot may be less than 18" when the final version is approved by County Elections officials. Please provide additional pricing on Attachment A for ballot and shell lengths ranging from 12"-18" in one (1) inch increments. Actual ballots printed shall be invoiced to the County in whole inches and shall be rounded up or down to the next whole inch, (i.e., 17 1/2" ballots shall be invoiced at 18" ballot price or conversely 17 3/8" ballots shall be invoiced at 17" ballot price.)**

2.7 PRIMARY ELECTIONS BALLOTS

Ballot width – 9.75"

Ballot Length - 12" to 18"

All ballots shall be at least two-color (black + 1 PMS) on one side.

(Tint sheet, one side with party color - Blue for Democrats, Salmon for Republicans, Yellow for Libertarians, and Tan for Reformed). Additional colors may be designated by the Elections Department based on the number of parties qualified for recognition by the Secretary of State or Maricopa County Elections. Ballots may print black on second side only.

- A. Early Voting Ballots – 22% of all ballots shall be printed or stamped with the words "Early Voting" in red on the front of the ballot. These ballots will score, fold and band in 50's, then boxed by party and precinct. Folds and scores will be determined by a Maricopa County Elections Department Official and shall be based on the positioning of the contests on the particular ballot. A template shall be provided by Maricopa County Elections Department to the awarded vendor approximately 65-75 days prior to the election for the placement of the folds and scores. **The folds and scores may vary with each election and jurisdiction.**
- B. Official Ballots – 80% of all ballots - Trim, shrink-wrap (with ventilation/breathing holes) in packages of exactly 100 ea. Packages must be labeled with quantity, party, and precinct number.
- C. Test Ballots – 30 per precinct per party - Print or stamp "Test" in red at top of ballot on front side. Trim, score, deliver flat.

Ballots are precinct, party and split unique - There are approx. 1028 versions (precincts + splits per party). **This figure is an estimate and may vary from election to election.**

Precinct splits - Approx. 50 versions per party are printed with a PMS color stripe on the front of the ballot. There may be as many as 8 different PMS colors.

All pricing for Primary Elections Ballots shall include: Early Voting, Official and Test Ballots.

2.8 GENERAL ELECTIONS BALLOTS

Ballot width – 9.75"

Ballot Length - 12" to 18"

All ballots print two sided.

- A. Early Voting Ballots - 22% of all ballots shall be printed or stamped with the words "Early Voting" in red on the front of the ballot. These ballots will score, fold and band in 50's, then boxed by precinct. A template shall be provided by Maricopa County Elections Department to the awarded vendor approximately 65-75 days prior to the election for the placement of the folds and scores. **The folds and scores may vary with each election and jurisdiction.**
- B. Official Ballots - 80% of all ballots - Trim, shrink-wrap (with breathing holes) in packages of exactly 100 ea., label package with quantity, party, and precinct no.
- C. Test Ballots – 30 per precinct – Print or stamp "Test" in red at top of ballot on front side. Trim, score, deliver flat.
- D. Spanish Language Ballots – 100 per precinct and split unique, labeled and packaged separately by precinct/split.

All pricing for General Elections Ballots shall include: Early Voting, Official and Test Ballots. Spanish Language Ballots shall be priced as a separate line item.

Ballots are precinct and split unique - There are approx. 1178 vs. (precincts + splits)

Precinct splits - Approx. 300 versions printed with a PMS color stripe on the front of the ballot. There may be as many as 8 different PMS colors.

2.9 JURISDICTIONAL ELECTIONS BALLOTS

Ballot widths - Three possible measurements - 3.69", 6.72" or 9.75"

Ballot Length - 12" - 18"

Ballots may print one-sided one-color, or two-sided one-color

Number of versions and quantities will vary

(For bidding purposes only – actual quantity may vary) Approx. 400,000 with 150 versions – (Please submit additional pricing matrix on 3 ¼ diskette formatted in Excel 97 SR-1 quantifying price breaks for quantity changes and version counts.) **Additional pricing must be consistent with pricing/price breaks given for 400,000 qty/150 version price, i.e. increased discounts for larger print runs.**

- A. Early Voting Ballots - 22% of all ballots will be printed or stamped with the words "Early Voting" in red on the front of the ballot. These ballots will score, fold and band in 50's, then boxed by party and precinct.
- B. Official Ballots - 80% of all ballots - Trim, shrink-wrap (with breathing holes) in packages of exactly 100 ea., label package with quantity, party, and precinct no.
- C. Test Ballots – 25 per district – Print or stamp "Test" in red at top of ballot on front side. Trim, score, deliver flat.

All pricing for Jurisdictional Elections shall include: Early Voting, Official, and Test Ballots.

2.10 BALLOT SHELLS

Primary - 9-3/4" x 12" to 18", 1/0 (size to match official ballot)

3,500 with blue stripe, 3,500 with salmon stripe, 1,500 with yellow stripe, 500 with tan stripe

Trim and shrink-wrap in 100's. **(Color stripes are all on one side of the ballot – 8 ¼"w X 1")**.

General - 15,000, 9-3/4" 12" to 18", blank stock (size to match official ballot)

Jurisdictional Elections - The County may request up to 5% of official ballot order quantity. Ballot widths - Three possible measurements - 3.69", 6.72" or 9.75" Ballot Lengths - 12" to 18" (size to match official ballot)

Ballot shell stock must be the same stock used to print the official ballots.

2.11 PRINTING AND MAILING SAMPLE BALLOT MAILERS

Vendor shall deliver sample ballot mailers to Postal Facilities after quality review by Elections staff. (Blueline provided prior to printing for proofing and signoff by authorized Elections staff.)

Vendor shall meet postal requirements for the discounted “automation rate,” and use 100% delivery point bar code at the time of mailing. Vendor shall also use the current Carrier Route Information System (CRIS) and Coding Accuracy Support System (CASS) certification. Vendor must submit current and acceptable documentation to the post office at time of mailing.

Vendor must deliver to the Elections Department the original PS Form #3602 and Post Office receipt within 24 hours of each mailing.

Maricopa County Elections Department shall provide the awarded vendor a mailing list on CD-ROM in ASCII text format prior to each election. The file will be provided at a date and time agreed upon by the awarded contractor and the Elections Department.

Primary Election

- Flat Size - 23-1/2” x 10-1/2”
- Folded Size - 10-1/4” x 6-1/2”
- Qty - Approx. 850,000
- Stock - 60# Offset
- Blue for Democrats, Salmon for Republicans, Yellow for Libertarian, Tan for Reformed
- Prints 1/1 black
- Precinct and party unique - 1004 precincts
- Samples – 5 per party per precinct
- Art - Provided as a combination of electronic files: variable data provided in Ballot Right system, common copy provided in IBM Quark 4.0
- Inkjet address and polling place and mail non-profit bulk.
- **Polling place/location shall be printed in red ink.**

General Election

- Flat Size - 24-7/8” x 19”
- Folded Size - 10-1/4” x 6-1/2”
- Quantity – Approx. 760,000
- Prints 1/1 black
- Stock - 60# white offset
- Art - Provided as a combination of electronic files: variable data provided in Ballot Right system, common Copy provided in IBM Quark 4.0
- Samples – 5 per precinct
- Precinct unique - 1004 precincts.
- Inkjet address and polling place and mail non-profit bulk.
- **Polling place/location shall be printed in red ink.**

Jurisdictional

- Flat size - 8-1/2” x 14”
- Folded size - 3-1/2” x 8-1/2”
- Quantity (**for bidding purposes only – actual quantity may vary**) Approx. quantity 400,000 with 150 versions (Please submit additional pricing matrix on 3 ¼ diskette formatted in Excel 97 SR-1 quantifying price breaks for quantity changes and version counts). **Additional pricing must be consistent with price given for 400,000 qty/150 version price**
- Stock - 60# white offset
- Art - IBM Quark 4.0 files provided or camera ready artwork
- Prints 1/1 Black
- Quantities and versions may vary based upon household counts. **Actual Approximate quantities shall be given to the awarded vendor by the Elections Department 120 days prior to the election.** (This pertains to sample ballots only)
- **Polling place/location shall be printed in red ink**

Indicate on Attachment A (Printing and Mailing Sample Ballots) pricing for quantities as stated for Primary, General, and Jurisdictional Elections. Please also provide pricing breaks offered for additional quantities requested by Elections due to unforeseen changes in print runs.

2.12 PRINTING PUBLICITY PAMPHLETS AND MAILING

Vendor shall meet postal requirements for the discounted “automation rate,” and use 100% delivery point bar code at the time of mailing. Vendor shall use the current Carrier Route Information System (CRIS) and Coding Accuracy Support System (CASS) certification. Vendor must submit current and acceptable documentation to the post office at time of mailing.

Vendor must deliver to the Elections Department the original PS Form #3602 and Post Office receipt within 24 hours of each mailing.

Vendor must be capable of accepting the following format for any publicity pamphlets- Quark 4.0 on 3 1/2 diskettes or Iomega 100 meg disks.

Vendor will deliver publicity pamphlets to Postal Facilities. Blueline provided prior to printing for proofing and signoff by authorized Elections staff.

- Size - 5-1/2” x 8-1/2”
- Stock - 30# newsprint or white offset
- Prints 1/1 black
- Quantity - Approx. 790,000
- Pages – 32 page self-cover, 48 page self-cover, or 56 page self-cover
- Bindery - trim, fold, saddle stitch
- **Mailing panel must include address, polling place, and precinct.**
- **Polling place/location shall be printed in red ink**

Maricopa County will provide a mailing list in ASCII text format on CD-ROM.

Early voting packets are mailed First Class and Publicity Pamphlets are mailed bulk – all using Maricopa County’s postal rates.

2.13 PRINTING/BURSTING OF EARLY VOTER PACKETS

Printing early voter packets consists of printing a name; address, voting district information and acceptable bar code on Election Department supplied tractor feed early voting packet. **To allow printed characters to be transferred through two sheets of paper and carbon, all printing of early voter packets shall be done by impact printing only. (Approximate size 11 1/2” x 6”).**

Bursting of the printed packets shall be done in the exact order of file(s) as received from the County. The bursting shall include removing the tractor feed from the printed envelopes and then separating the envelopes in the order printed.

Bursting packets are to be delivered in order and identified as to beginning and end of run through out.

Approx. Qty – varies per day (minimum files size = 1,000 records). The first file will be sent to the awarded vendor no later than 33 days prior to an election. **Quantities will be based on the number of registered voters qualified for the election and who chose to request an early ballot to be mailed to them.**

Vendor shall be capable of accepting the following format for any early voting printing-Text file delivered as an attachment to E-mail or transmitted to FTP site.

15 hour turn around time from receipt of files. Files received by 5pm must be returned by 8am the following day.

2.14 REGISTERS AND ROSTERS

A total of five (5) books are to be produced for each precinct participating in the election. The number of pages will be dependent on the number of registered voters in each precinct. If there are more than six thousand (6,000) registered voters in a precinct, the county may request that the books be split for a total of ten (10) books in that precinct.

Rosters

<u>Quantity</u>	<u>Description</u>
1	Book #1 -Three-hole drilled and placed in furnished binder
1	Book #5 - Boxed
	<u>Contents</u>
2	Front cover - 1/0 (printed one color, one side of sheet), 90# blue index for Book 1, 90# gray index for Book 5
1	Common Challenge Procedures - 1/1(printed one color both sides of sheet), 50#white offset
1	Challenge List - 1/1, white offset
*	Roster pages for actives - 1/0, 50# white offset, 18 names/page, consecutive number names
1	Inactive Voter Instructions - 1/0, 50# white offset
*	Roster pages for inactives - 1/0, 50# tan offset, 18 names/page, consecutive number names
5	Ballots To Be Verified - 1/0, 50# white offset
1	Common Back cover - 1/0, 90# blue index for bound version, gray for unbound

Registers

<u>Quantity</u>	<u>Description</u>
2	Books # 3 & #4 - Plastikoil bound
1	Book #2 - Boxed
	<u>Contents</u>
1	Front Cover - 1/0, 90# green index for books 3 & 4, 90# Yellow index for book unique versions
*	Register Pages for actives - 1/1, 50# white offset, 25 names/page, consecutive number to match roster
*	Register Pages for inactives - 1/1, 50# tan offset, 25 names/page, consecutive number names to match roster
1	Back Cover - 1/0, 90# green index

*Number of pages will be determined by the number of registered voters and number of precincts.

File Transfer

All files for the Registers and Rosters shall be given to the vendor on a CD-ROM and the vendor shall pick up the CD-ROM at 111 S. 3rd Ave., Phoenix, AZ 85003. The files on the CD-ROM given to the vendor are all fixed width in the following format:

Voter ID = 7
Precinct Code = 4
Status = 1
Name = 30
Address = 32
Address Type = 1
Filler = 4
Zip = 5
Dor = 10
Precinct Name = 30
Ballot Color = 3
Party = 3
Page Break = 1
District Code = 2
EV Status = 1

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONTRACTOR'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONTRACTOR'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONTRACTOR**, or anyone directly employed by the **CONTRACTOR** or anyone for whose acts **CONTRACTOR** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 INSURANCE REQUIREMENTS:

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.3.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

3.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Sub**CONTRACTOR** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4.2 INSURANCE REQUIREMENTS:

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.4.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

3.4.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Sub**CONSULTANT** to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

3.4.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

3.5 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6.1 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount of ~~\$1,000,000~~ **\$300,000** within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. Any Contractor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. **Performance bonds are to be identified with bid serial number, title and return address.**

3.7 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.8 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.9 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

~~The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the County, without mark up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.~~

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract, which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

RUNBECK GRAPHICS INC, 2211 ~~2417~~ S 48TH ST #G, TEMPE, AZ, 85282-1008PRICING **S027613/B0604544**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES
 OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

ITEM DESCRIPTION**PRICE****RUNNING COST** = PRESS TIME, PAPER, INK, BINDERY, DELIVERY, CARTONS, SCORING & FOLDING**MAKE READY COST** = WASTE PAPER, TIME TO HANG PLATES ON PRESS, PLATE CHARGES, FILM OUTPUT, FILM PREPARATION & PROOFS**Printing Ballots (Includes price per printed ballot and delivery with color for primary, general jurisdictional, special or any County-wide election):**

		PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT
One	Column – 3.69" X 18" L (single sided) per ballot					\$.1418	*
One	Column – 3.69" X 17" L (single sided) per ballot					\$.1418	*
One	Column – 3.69" X 16" L (single sided) per ballot					\$.1418	*
One	Column – 3.69" X 15" L (single sided) per ballot					\$.1418	*
One	Column – 3.69" X 14" L (single sided) per ballot					\$.1418	*
One	Column – 3.69" X 13" L (single sided) per ballot					\$.1418	*
One	Column – 3.69" X 12" L (single sided) per ballot					\$.1418	*
Two	Column – 6.72" X 18" L (single sided) per ballot					\$.1734	*
Two	Column – 6.72" X 17" L (single sided) per ballot					\$.1734	*
Two	Column – 6.72" X 16" L (single sided) per ballot					\$.1734	*

RUNBECK GRAPHICS INC, 2211 24TH S 48TH ST #G, TEMPE, AZ, 85282-1008

	PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT
Two Column – 6.72" X 15" L (single sided) per ballot					\$.1734	*
Two Column – 6.72" X 14" L (single sided) per ballot					\$.1734	*
Two Column – 6.72" X 13" L (single sided) per ballot					\$.1734	*
Two Column – 6.72" X 12" L (single sided) per ballot					\$.1734	*
Three Column – 9.75" X 18" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
Three Column – 9.75" X 17" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
Three Column – 9.75" X 16" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
Three Column – 9.75" X 15" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
Three Column – 9.75" X 14" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
Three Column – 9.75" X 13" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
Three Column – 9.75" X 12" L (single sided) per ballot	\$.2901	*	\$.2418	*	\$.2328	*
One Column – 3.69" X 18" L (both sides) per ballot					\$.1649	*
One Column – 3.69" X 17 L (both sides) per ballot					\$.1649	*
One Column – 3.69" X 16 L (both sides) per ballot					\$.1649	*
One Column – 3.69" X 15 L (both sides) per ballot					\$.1649	*
One Column – 3.69" X 14 L (both sides) per ballot					\$.1649	*

RUNBECK GRAPHICS INC, 2211 ~~2417~~ S 48TH ST #G, TEMPE, AZ, 85282-1008

	PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT
One Column – 3.69" X 13 L (both sides) per ballot					\$.1649	*
One Column – 3.69" X 12 L (both sides) per ballot					\$.1649	*
Two Column – 6.72" X 18" L (both sides) per ballot					\$.2012	*
Two Column – 6.72" X 17" L (both sides) per ballot					\$.2012	*
Two Column – 6.72" X 16" L (both sides) per ballot					\$.2012	*
Two Column – 6.72" X 15" L (both sides) per ballot					\$.2012	*
Two Column – 6.72" X 14" L (both sides) per ballot					\$.2012	*
Two Column – 6.72" X 13" L (both sides) per ballot					\$.2012	*
Two Column – 6.72" X 12" L (both sides) per ballot					\$.2012	*
Three Column – 9.75" X 18" L (both sides) per ballot	\$.3101	*	\$.2578	*		
Three Column – 9.75" X 17" L (both sides) per ballot	\$.3101	*	\$.2578	*		
Three Column – 9.75" X 16" L (both sides) per ballot	\$.3101	*	\$.2578	*		
Three Column – 9.75" X 15" L (both sides) per ballot	\$.3101	*	\$.2578	*		
Three Column – 9.75" X 14" L (both sides) per ballot	\$.3101	*	\$.2578	*		
Three Column – 9.75" X 13" L (both sides) per ballot	\$.3101	*	\$.2578	*		
Three Column – 9.75" X 12" L (both sides) per ballot	\$.3101	*	\$.2578	*		

RUNBECK GRAPHICS INC, 2211 24TH S 48TH ST #G, TEMPE, AZ, 85282-1008

	PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT
Three Column – 9.75" X 18" L Spanish Language Ballots			\$.9124	*		
Three Column – 9.75" X 17" L Spanish Language Ballots			\$.9124	*		
Three Column – 9.75" X 16" L Spanish Language Ballots			\$.9124	*		
Three Column – 9.75" X 15" L Spanish Language Ballots			\$.9124	*		
Three Column – 9.75" X 14" L Spanish Language Ballots			\$.9124	*		
Three Column – 9.75" X 13" L Spanish Language Ballots			\$.9124	*		
Three Column – 9.75" X 12" L Spanish Language Ballots			\$.9124	*		

Ballot Shells: (Includes price per ballot shell and delivery with color for primary, general jurisdictional, special or any County-wide election):

Primary Election

Three Column	(9.75" X 18")	\$.09	*			
Three Column	(9.75" X 17")	\$.09	*			
Three Column	(9.75" X 16")	\$.09	*			
Three Column	(9.75" X 15")	\$.09	*			
Three Column	(9.75" X 14")	\$.09	*			
Three Column	(9.75" X 13")	\$.09	*			
Three Column	(9.75" X 12")	\$.09	*			

RUNBECK GRAPHICS INC, 2211 24TH S 48TH ST #G, TEMPE, AZ, 85282-1008

		PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT
General Election							
Three Column	(9.75" X 18")			\$.06	*		
Three Column	(9.75" X 17")			\$.06	*		
Three Column	(9.75" X 16")			\$.06	*		
Three Column	(9.75" X 15")			\$.06	*		
Three Column	(9.75" X 14")			\$.06	*		
Three Column	(9.75" X 13")			\$.06	*		
Three Column	(9.75" X 12")			\$.06	*		
Jurisdictional Election							
One Column	(3.69" X 18")					\$.04	*
One Column	(3.69" X 17")					\$.04	*
One Column	(3.69" X 16")					\$.04	*
One Column	(3.69" X 15")					\$.04	*
One Column	(3.69" X 14")					\$.04	*
One Column	(3.69" X 13")					\$.04	*
One Column	(3.69" X 12")					\$.04	*

RUNBECK GRAPHICS INC, 2211 ~~2417~~ S 48TH ST #G, TEMPE, AZ, 85282-1008

		PRIMARY ELECTION RUNNING COST PER BALLOT	PRIMARY ELECTION MAKE READY COST PER BALLOT	GENERAL ELECTION RUNNING COST PER BALLOT	GENERAL ELECTION MAKE READY COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT	JURISDICTIONAL RUNNING COST PER BALLOT
Two Column	(6.72" X 18")					\$.05	*
Two Column	(6.72" X 17")					\$.05	*
Two Column	(6.72" X 16")					\$.05	*
Two Column	(6.72" X 15")					\$.05	*
Two Column	(6.72" X 14")					\$.05	*
Two Column	(6.72" X 13")					\$.05	*
Two Column	(6.72" X 12")					\$.05	*
Three Column	(9.75" X 18")					\$.06	*
Three Column	(9.75" X 17")					\$.06	*
Three Column	(9.75" X 16")					\$.06	*
Three Column	(9.75" X 15")					\$.06	*
Three Column	(9.75" X 14")					\$.06	*
Three Column	(9.75" X 13")					\$.06	*
Three Column	(9.75" X 12")					\$.06	*

* These prices are included in the running time.

RUNBECK GRAPHICS INC, 2211 24TH S 48TH ST #G, TEMPE, AZ, 85282-1008**Printing and Mailing Sample Ballots; Per thousand for Primary, General and Jurisdictional elections for all sizes given in section 2.11.**

	RUNNING COST PER SAMPLE BALLOT	MAKE READY COST PER SAMPLE BALLOT					
Legal size	<u>\$.075</u>	<u>*</u>	for	<u>0</u>	(qty) to	<u>50,000</u>	(qty)
	<u>\$.055</u>	<u>*</u>	for	<u>50,001</u>	(qty) to	<u>100,000</u>	(qty)
	<u>\$.049</u>	<u>*</u>	for	<u>100,001</u>	(qty) to	<u>250,000</u>	(qty)
	<u>\$.042</u>	<u>*</u>	for	<u>250,001</u>	(qty) to	<u>500,000</u>	(qty)
Primary (23 1/2 X 10 1/2)	<u>\$.191</u>	<u>*</u>	for	<u>850,000</u>	(qty)		
General (24 7/8 X 19)	<u>\$.231</u>	<u>*</u>	for	<u>760,000</u>	(qty)		
Jurisdictional (8 1/2 X 14)	<u>\$.042</u>	<u>*</u>	for	quantities as stated in Sec. 2.11			

* These prices are included in the running time.

Labeling/sorting and delivery to Postal Facilities per thousand.

Primary Election	<u>\$ 37 38</u>	for	<u>850,000</u>	(qty)
General Election	<u>\$ 37 38</u>	for	<u>760,000</u>	(qty)
Jurisdictional Election	<u>\$ 37 38</u>	for	quantities as stated in Sec. 2.11	

Printing and Mailing Publicity Pamphlets

32 page self cover (printing per thousand)	<u>\$ 86.10</u>
48 page self cover (printing per thousand)	<u>\$ 116.10</u>
56 page self cover (printing per thousand)	<u>\$ 127.18</u>
Labeling/Sorting and Delivery to Postal Facilities per Thousand.	<u>\$ 31.50</u>
	<u>\$ 32.50</u>

RUNBECK GRAPHICS INC, 2211 ~~2417~~ S 48TH ST #G, TEMPE, AZ, 85282-1008

Printing/Bursting of Early Voter Packets

Printing per thousand	<u>0</u>	M to	<u>0</u>	M	<u>\$ 64.70**</u>
Bursting per thousand	<u>***</u>	M to	<u>***</u>	M	

** Price inclusive of printing and bursting and is based on a maximum of 10,000 per day and a minimum of 1000 per day with a total of approximately 300,000.

*** Bursting is included in the printing prices as indicated.

ATTACHMENT A

Registers and Rosters

All pricing will be based on:

- 1) Number of Programming Hours (if needed)
- 2) Number of New Forms (if needed)
- 3) Number of Registered Voters.

ENTER (if needed) Number of Programing Hours	ENTER (if needed) Number of New Forms	ENTER Number of Precincts	ENTER Number of Registered Voters	COST
9	10	75	164,652	8,013.15
Sales Tax				600.99
Total				8,614.14

Average voters per precinct	2,195.36
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RUNBECK GRAPHICS INC, 2211 ~~2417~~ S 48TH ST #G, TEMPE, AZ, 85282-1008

PRICING S027613/B0604544

Terms:	1% 30 days Net 31
Federal Tax ID Number:	86-0602876
Vendor Number:	860602876
Contact Person:	Kevin Runbeck or Wendy Ricker
Telephone Number:	(602) 230-0510
Fax Number:	(602) 437-1411
Contract Period:	To cover the period ending APRIL 30, 2003 2004 2005.